

# M

## COMPANIES FORM No. 395 *due diligence* Particulars of a mortgage or charge *copy 2008*

1455614/13

# 395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

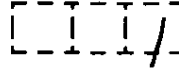
\*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number



02957569

Name of company

\* **Abbey National UK Investments**

Date of creation of the charge

5 March 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

Charge and Assignment made by way of deed on 5 March 2008 (the "Charge and Assignment") between Merrill Lynch Capital Services, Inc , (together with its successors and permitted assigns, the "Secured Party") and the Company (together with its successors and permitted assigns, the "Assignor")

Amount secured by the mortgage or charge

See Schedule 1 to this form  
For definitions of defined terms see Schedule 3 to this form

Names and addresses of the mortgagees or persons entitled to the charge

**Merrill Lynch Capital Services, Inc** , a corporation duly organised and existing under the laws of the state of Delaware whose principal place of business is at 4 World Financial Center, New York, New York 10800  
Postcode

Presenter's name address and reference (if any)

Slaughter and May (PJ/ES)  
One Bunhill Row  
London  
EC1Y 8YY

Time critical reference

For official Use (02/00)  
Mortgage Section

Post room



A29

\*AIUKZY36\*

17/03/2008

COMPANIES HOUSE

123

Short particulars of all the property mortgaged or charged

See Schedule 2 to this form

For definitions of defined terms see Schedule 3 to this form

Please do not write in this margin

*Please complete legibly, preferably in black type, or bold block lettering*

Particulars as to commission allowance or discount (note 3)

[None]

Signed Stlaughter and May

Date 14 March 2008

On behalf of ~~XXXXXX XXXXXXXX~~ [chargee] †

*A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)*

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

**SCHEDULE 1**

**Amount secured by the mortgage or charge**

The "**Secured Obligations**" which are defined in the Charge and Assignment as being all of the obligations owing to the Secured Party by the Assignor under or pursuant to the Master Agreement, whether present or future, actual or contingent (and whether incurred by the Assignor alone or jointly, and whether as principal or surety or in some other capacity)

**SCHEDULE 2****Short particulars of all the property mortgaged or charged****Assignments**

As security for the performance and discharge of the Secured Obligations, the Assignor has assigned by way of first priority security to the Secured Party all of its rights, title and interests (including all security interests) which the Assignor had on execution of the Charge and Assignment or which shall thereafter arise in, under or in relation to each of the Secured Agreements (including any Collateral provided pursuant to the GMSLA) and all proceeds thereof and all claims resulting from any failure of performance or compliance with any provisions of the Secured Agreement, together with full power and authority, in its own name or otherwise to enforce such Secured Agreements (and any such Collateral) against the Counterparty

*(Clause 2 2 of the Charge and Assignment)*

**Fixed Charge**

The Assignor charges by way of first fixed charge, with full title guarantee, in favour of the Secured Party, as continuing security for the payment, performance and discharge of the Secured Obligations

- (A) to the extent that the Secured Agreements are not capable of assignment, the Secured Agreements, and
- (B) any Collateral delivered to it from time to time under the GMSLA (subject to any lien imposed by any clearing system through which the Collateral is cleared)

*(Clause 2 3 of the Charge and Assignment)*

**Pledge**

Without prejudice and in addition to the above, upon redelivery of the Shares from the Counterparty to the Assignor, the Assignor further pledges the Shares (and any Shares Related Assets) in favour of the Secured Party as first-priority pledge (*gage*) for the due and full payment, performance and discharge of the Secured Obligations (the "**Secured Party Pledge**")

*(Clause 2 3 of the Charge and Assignment)*

**Further Assurance**

The Charge and Assignment contains covenants for the further assurance of the Secured Party

*(Clause 8 1 of the Charge and Assignment)*

**Negative Pledge**

The Assignor undertook that it shall not, prior to the Security created by the Charge and Assignment being released, create or permit to subsist any Security on any part of the Secured Property or any Collateral or otherwise deal with any part of the Secured Property

*(Clause 6 2(C) of the Charge and Assignment)*

**SCHEDULE 3****Defined terms**

For the purposes of this Form 395 the following terms have the following definitions (unless the context requires otherwise)

<b>“Account Assignment”</b>	means the assignment of bank account dated 5 March 2008 entered into between the Counterparty as assignor and the Assignor as secured party,
<b>“Articles”</b>	means the constitutional documents of the Issuer as at the date of the Charge and Assignment,
<b>“Cash Settled Call Confirmation”</b>	means the confirmation relating to a cash settled call option transaction in respect of the Shares dated 29 February 2008 entered into between the Assignor and the Secured Party under the Master Agreement,
<b>“Cash Settled Put Confirmation”</b>	means the confirmation relating to a cash settled put option transaction in respect of the Shares dated 29 February 2008 entered into between the Assignor and the Secured Party under the Master Agreement,
<b>“Collateral”</b>	shall have the meaning given to it in the GMSLA in the form attached as Schedule 5 to the Charge and Assignment,
<b>“Counterparty”</b>	means J P Morgan Securities Limited, a company incorporated in England and Wales whose registered office is at 125 London Wall, London EC2Y 5AJ, the counterparty to each of the Secured Agreements,
<b>“CSA”</b>	means the credit support annex dated as of 29 February 2008 entered into between the Assignor and the Secured Party under the Master Agreement,
<b>“FMV Call Confirmation”</b>	means the confirmation relating to a physically settled call option transaction in respect of the Shares dated 29 February 2008 entered into between the Assignor and the Secured Party under the Master Agreement,
<b>“FMV Put Confirmation”</b>	means the confirmation relating to a physically settled put option transaction in respect of the Shares dated 29 February 2008 entered into between the Assignor and the Secured Party under the Master Agreement,
<b>“GMSLA”</b>	means the Global Master Securities Lending Agreement dated 5 March 2008 between the Assignor and the Counterparty, including the schedule thereto, as amended and supplemented by the Securities Loan Confirmation,
<b>“Income Swap Confirmation”</b>	means the confirmation relating to the income swap transaction in respect of the Shares dated 29 February 2008 entered into between the Assignor and the Secured Party under the Master Agreement,
<b>“ISDA Schedule”</b>	means the schedule to the Master Agreement dated as of 29

	February 2008 between the Assignor and the Secured Party,
<b>"Issuer"</b>	means ML EMGF Mosel S à r l , a société à responsabilité limitée incorporated under the laws of the Grand Duchy of Luxembourg and pending registration with the Luxembourg trade and companies register whose registered office is at Carré Bonn, 20, rue de la Poste, L2346 Luxembourg,
<b>"Master Agreement"</b>	means the ISDA Master Agreement (1992) (Multicurrency-Cross Border) dated as of 29 February 2008 between the Assignor and the Secured Party, as amended and supplemented by the ISDA Schedule, the Cash Settled Call Confirmation, the Cash Settled Put Confirmation, the FMV Call Confirmation, the FMV Put Confirmation, the Income Swap Confirmation and the CSA,
<b>"Secured Agreements"</b>	means <ul style="list-style-type: none"> <li>(i) the Share Pledge,</li> <li>(ii) the GMSLA, and</li> <li>(iii) the Account Assignment,</li> </ul>
<b>"Secured Obligations"</b>	means all of the obligations owing to the Secured Party by the Assignor under or pursuant to the Master Agreement, whether present or future, actual or contingent (and whether incurred by the Assignor alone or jointly, and whether as principal or surety or in some other capacity),
<b>"Secured Property"</b>	means the Shares, the Shares Related Assets and the Secured Agreements,
<b>"Securities Loan Confirmation"</b>	means the confirmation relating to a loan of the Shares dated 5 March 2008 entered into between the Assignor as lender and the Counterparty as borrower under the GMSLA,
<b>"Security"</b>	means a mortgage, pledge, lien, charge, assignment, security interest, option, equity (including rights of set-off or counterclaim) or other encumbrance or security interest of any nature whatsoever,
<b>"Share Pledge"</b>	means the pledge over shares agreement dated 5 March 2008 entered into between the Counterparty as chargor and the Assignor as secured party,
<b>"Shares"</b>	means the 3,619 Class B Preference Shares issued by the Issuer and having the rights set out in the Articles, and
<b>"Shares Related Assets"</b>	means all dividends, interest and other monies payable at any time in respect of the Shares whilst the Assignor is the registered owner of the Shares



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

**Pursuant to section 401(2) of the Companies Act 1985**

COMPANY NO. 2957569  
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHARGE AND ASSIGNMENT  
DATED 5 MARCH 2008 AND CREATED BY ABBEY NATIONAL  
UK INVESTMENTS FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO MERRILL LYNCH  
CAPITAL SERVICES, INC. UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART XII OF THE COMPANIES ACT 1985 ON THE 17 MARCH  
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 MARCH 2008



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

PS